[redacted]

[redacted]

THE SHIP "IROQUOIS"
A. CHESEBROUGH et al.,
[redacted]
vs.
MATTHEW RIDGES.
[redacted]

[redacted]

Petition for a Writ of Certiorari.

[redacted]

[redacted]
[redacted]

[redacted]

[redacted]

IN THE

Supreme Court of the United States

THE SHIP "IROQUOIS", A. CHESEBROUGH ET AL.,
Appellants and Petitioners in this Court,
vs.
MATTHEW BRIDGES,
Libellant and Appellee.

PETITION OF A. CHESEBROUGH AND OTHERS, OWNERS AND CLAIMANTS OF THE SHIP "IROQUOIS", FOR A WRIT OF CERTIORARI TO REVIEW THE DECISION AND DECREE OF THE UNITED STATES CIRCUIT COURT OF APPEALS, FOR THE NINTH CIRCUIT IN THE ABOVE ENTITLED PROCEEDING.

To the Honorable, the Supreme Court of the United States:

The petition of A. Chesebrough and others, owners and claimants of the ship "Iroquois", respectfully shows:

That in December, 1899, Matthew Bridges, he then being not quite 21 years of age, shipped as an able-bodied seaman on the above-mentioned ship for a voyage from New York to San Francisco. That said ship was an American vessel of 1997 registered tons, and when, on December 25, 1899, she sailed from the port

of New York, had on board a general cargo of about 2900 tons. That her crew consisted of a master, mate, second mate, steward, carpenter, cook and sixteen men before the mast. That on February 23, 1900, when said ship had reached a point to the southward, and a little to the westward, of Cape Horn, the said Matthew Bridges, while aloft and engaged, during a gale, in furling the mainsail, fell, without fault on the part of the ship, to the deck and, as a result, two of his ribs, on the right side, and both bones of his right leg, below the knee, were broken. The breaking of the leg bones was a simple fracture, and the break was about half way between the knee and ankle.

The injured seaman was thereupon taken to the carpenter's shop and, as soon thereafter as the necessary splints could be prepared, the master, assisted by the steward and carpenter and cook (trans. p. 37) bathed the injured leg with warm water (trans. p. 63), set the bones in place, put on proper splints and tightly bandaged the leg. He also set and bandaged the broken ribs. The injured seaman was then placed in a lower bunk in the forecastle—a room sixteen feet square, six and one-half feet high and properly warmed, lighted and ventilated—the broken leg was propped up with pillows, and he was there made as comfortable as circumstances would permit.

The master thereafter frequently visited him, inquired after his condition and progress toward recovery, furnished and directed the steward to furnish Bridges with suitable food, prescribed (trans. p. 43) for him the needed medicines and, in every way, did all

that the resources at his command would enable him to do.

To enable the bones to properly knit, the injured leg was kept in the splints and bandages about five weeks before the same were removed, at the expiration of which time the master removed them and found (trans. p. 42) that the bones seemed to be knitted all right and that the leg was (trans. pp. 62–3) straight and in pretty fair condition, except that there were (trans. p. 42) some small sores and blotches on it. The master then washed the leg with carbolized water, rubbed it with liniment, dressed the sores with vaseline, and then replaced the splints and re-bandaged the leg; and (trans. p. 44) every day or two thereafter for about three weeks repeated the operation.

About a week after the splints were first removed and (trans. p. 31) on April 8, 1900, the injured man was able, with assistance, to go out on deck, and thereafter continued to do so, when the weather was good, until the vessel arrived at San Francisco on May 7, following. Before his arrival at San Francisco he was able (trans. p. 45) to and did walk around deck on crutches, provided by the master. The broken ribs, which were set by the master, healed properly and gave no trouble. The next day after the ship arrived at San Francisco, May 7, 1900, he was paid off and discharged. He then went (trans. p. 32) to the "Sailors' Home" (a boarding house) where he remained until May 14, when he went to the Marine Hospital in San Francisco. He there remained under the treatment of the different medical officers of that

hospital until (trans. p. 29) on Oct. 16, 1900, his inured leg was there amputated below the knee.

Mark J. White, a witness for libellant and the hospital physician who amputated the leg, testified (trans. p. 74) that when the injured man came under his care there was nothing about the leg to indicate that Bridges had not been properly taken care of. "He looked as " though he had been properly cared for" and (trans. p. 75) "I understood he was operated on for the relief of an " unknitted fracture of his leg. It was my opinion " they [the bones] had not [knitted] when I inspected " it". And (trans. p. 77) "The bones would heal more " readily at the age of this man Bridges than a man of " an older age". Again (trans. pp. 77–8)

" Q. Did you make a sufficient examination of his " leg either before or after the amputation of it to ascer- " tain whether the bones had commenced to knit at all " at any time?

" A. Yes, sir.

" Q. What did you discover in respect to that?

" A. I discovered there had been no union, and both " bones were extensively necrosed.

" Q. No union at all in any portion of them?

" A. No, sir.

" Q. What was the condition of the ends of them in " respect to having thrown out callous?

" A. No callous had been thrown out. The ends of " the bones were dead, covered over by soft parts, soft " tissue.

" Q. That was not exceptional, was it, in case of " broken bones?

" A. No, sir."

And (trans. p. 79). " Q. Do you know, as a fact, " from your studies as a surgeon, that it does oc- " casionally occur that the bones do not unite, even " when they have proper treatment?

" A. Yes, sir.

" Q. Are you able to state why it is that they some- " times do not unite?

" A. It may be on account of some constitutional " trouble, syphilis or tuberculosis, or it may be from " some local trouble, that is, from failure to put the " bones in position, or from the interposition between " the ends of the bones. The interposition of soft " parts, such as tendons, muscles, blood clots, and " foreign bodies."

No complaint of want of care was made by Bridges on board the ship, nor after arrival and before the ship sailed from San Francisco in 1900, but shortly after her next return to that port, and on (trans. p. 8) March 15, 1901, he filed his libel against the ship and her owners in the U. S. District Court, Northern District of California, alleging (trans. p. 7) as his sole cause of action, that the master was negligent in not going to either Port Stanley, in East Falkland Island; or Valparaiso, Chili, or to some other port in the southern part of South America, in quest of surgical aid for him; and alleging damages in the sum of $5,000.

On the trial it appeared, and the Court (trans. p. 109) so found, that the place of the injury was distant 480 miles westerly from Port Stanley, and that to have

gone there would have prolonged the voyage from three to four weeks.

The testimony of the master was (trans. p. 47) that he might have reached Valparaiso in a month after the accident, or a little less, and that to do so he must have deviated 500 or 600 miles from his course; and that (trans. p. 49) he knew of no other port that he could conveniently or properly go into on the South American Coast. That (trans. p. 50) when he was nearest to Valparaiso he did not think it necessary to go into that or any port as, at that time, Bridges' injured leg he thought was getting all right—that it would be all right when he got there.

There was some testimony on behalf of libellant showing that there were ports on the western coast of South America, and to the southward of Valparaiso, where surgical aid could have been procured, or at which steamers plying along the Coast call and to which Bridges could have been transferred for surgical treatment, or be taken thereon to where such treatment could be procured; but as the master testified that he was in ignorance of those facts we do not think it necessary to refer to that testimony in detail.

Libellant's health remained good to the end of the voyage.

The District Court held that the master was guilty of negligence in not immediately seeking professional or surgical aid for Bridges at some port, and entered its decree in favor of libellant.

In reaching that result, the District Judge said

(trans. pp. 112, 113, 114): "It would seem clear that "if one of the crew is so ill or severely injured that "any one of ordinary judgment would know that his "life or limb is in serious danger, and that he ought to "have medical or surgical aid at the earliest possible "moment, then it would be the imperative duty of the "master to take the necessary steps to procure such "aid, if within his power." * * * "Now, in the "case of an injury like that received by the libellant, "the master is presumed to know, because the fact is "one of common knowledge, that to make a recovery "reasonably certain, the leg must be set with care and "receive the attention which only a person having "some knowledge of surgery can give. In such a case "therefore, when there is no one on board possessing "such knowledge, ordinary prudence would suggest "that the services of a surgeon should, if possible, be "obtained before the time has passed for a perfect union "of the broken bones, and it is the duty of the master, "without regard to the loss of time, or the expense in- "cident to the deviation, to make an effort to procure "such assistance by putting into some port where it "can be obtained, and not to do this, if there is any "reasonable probability that a port can be made in "time, is a failure to discharge the duty which the ves- "sel owes to a seaman, sick or disabled in its service. "Certainly, to properly treat such an injury is beyond "the ordinary skill of the master, and ought not to be "undertaken by him without the consent of the sea- "man."

From the decree of the District Court the claimants

of the ship took, and duly prosecuted, their appeal to the Court of Appeals, and the latter Court affirmed the decree appealed from.

In reaching such affirmance the learned Judges of the Court of Appeals said (trans. p. 128): "We enter "tain no doubt in view of the evidence in the case "and the law applicable thereto that it was the duty of "the master to bear away to some port of distress as "soon as possible after the occurrence of the accident."

And, (trans. p. 129): "It is no excuse that the mas- "ter was ignorant, or that he believer the broken leg "was healing properly, and for that reason thought it "unnecessary to bear away from his course. Nor is he "excused by the fact that the appellee, at the time, "made no complaint of the treatment he received and "made no demand to be taken to a port of distress."

Thereupon and at the same term in which its decree was rendered, a stay of its mandate was granted by the Court of Appeals, to enable your petitioners to present this their petition to this Honorable Court.

Petitioners' Contentions.

The contentions of your petitioners have at all times been and now are:

1. That it was not, under the circumstances disclosed by the evidence, the duty of the master of the "Iroquois" to deviate from the course of the voyage for the purpose of procuring surgical aid for the libellant.

2. That the master was not, in view of the facts disclosed, guilty of negligence in not deviating from

the course of the voyage for the purpose of seeking surgical aid for the libellant.

And your petitioners believe that each of their said contentions is well founded in the law.

The Circuit Court of Appeals has held to the contrary of your petitioners' contentions in each of the foregoing particulars, and in so doing has (trans. p. 128) decided that "*it was the duty* of the master *to bear* "*away to some port of distress* AS SOON AS POSSIBLE "*after the occurrence of the accident*".

That decision your petitioners believe to be erroneous in the following particulars, to-wit:

1. In that it deprives the master of any discretion whatever in the premises.

2. It is erroneous, unreasonable and unduly onerous on shipowners, in this, that it requires the master to *at once* deviate and seek surgical aid for a seaman at some port in *every case* where a bone is broken, no matter how simple the fracture may be, or, if he fails so to do, the owners must be held liable as insurers of the entire recovery of the seaman.

3. It is erroneous, unreasonable and unduly onerous on shipowners, in this, that it requires the master to at once deviate and seek medical aid for the seaman at some port in every case when a seaman has, for instance, pains in the bowels that *might* be a precursor of, or a symptom of, enteritis; for the duty of the master when the seaman is sick is the same as when his bones are broken, and the danger *to life* is much greater from many kinds of disease than from broken bones.

4. The decision is erroneous, unreasonable and unduly onerous on shipowners, in this, that it requires the master to deviate and seek medical aid for the seaman at some port whenever he has, for instance, so bruised a hand or foot that blood poisoning *may* ensue; for blood-poisoning does sometimes result from such bruises, and is commonly fatal.

5. The decision is erroneous, unreasonable and unduly onerous on shipowners, in this, that it requires the master to deviate and seek medical aid at some port whenever any seaman may break a bone, receive a bruise, have a pain in his bowels, be feverish, or have any symptom of any disease that may prove fatal; or, if he shall fail to so deviate, then the owner is to be held liable as an insurer of the entire recovery of the seaman.

6. The decision is erroneous, unreasonable and unduly onerous on shipowners, in this, that it makes a possible, or probable, necessity of a seaman for surgical or medical aid the paramount consideration of the master; instead of the prosecution of the voyage in which all parties in interest have embarked. And, if carried to its logical conclusion, would make it the duty of the master to prosecute his voyage at all times as near as possible to the coast—for the seaman's employment is a hazardous one, the crew often numerous, and therefore the probable imminent need of surgical, or medical, aid is a constant quantity.

7. That the decision is erroneous, and not necessary for the welfare of the seamen, is disclosed by the facts of this case; for libellant had two of his ribs broken—

quite as serious and dangerous an injury as a simple fracture of the bones of his leg, below the knee—and those ribs healed under the care of the master; while the principle of the decision in this case requires that the master should immediately have deviated to secure surgical aid at some port in healing those broken ribs, had libellant received no other injury.

8. The decree in damages against your petitioners is erroneous in the following particulars:

a. In that it holds them liable in damages—as if insurers of the entire recovery of libellant—when the evidence in the case discloses that the bones of the leg might not have knitted even had a surgeon immediately set the broken bones and thereafter attended the libellant. That is, the testimony of Dr. White (trans. p. 79) shows that fractured bones *do not always unite* when properly set; and one reason for that is, "the interposi-" tion of 'soft parts', such as tendons, muscles, blood " clots, and foreign bodies" between the ends of the bones when set; and it must be evident that a surgeon could not, when setting the bones in a case like the present, know whether some of such "soft parts", a "blood clot", for instance, was, or was not, so interposed.

Again, the surgeons of the Marine Hospital knew the history of the case on May 14, 1900—80 days after the injury—that is, that the bones were broken on February 23, 1900; and that the bones had not knitted prior to May 17, 1900. Yet, as appears, those skilled surgeons then re-set the broken bones with the expectation that they would thereafter knit, and continued in that expectation until the leg was amputated on Oct.

16, 1900—155 days after libellant entered the hospital; and 235 days after the injury. The conduct of the hospital surgeons therefore shows, *first*, that the libellant was brought within the reach of surgical skill within such time as a cure could, with such surgical aid thereafter, be reasonably anticipated; and, *second*, that the failure of the bones to knit was not owing to any want of skill in setting them, but was due to some other cause not anticipated, or, by such surgeons, guarded against.

b. The decree in damages against your petitioners is erroneous in this, that it holds them liable as for a negligent failure of the master in setting, or in procuring the proper setting of, the broken bones of libellant's leg, when there is no evidence that the same was not properly set, and cared for. The tibia, or shin-bone—the larger of the two broken—lies so near the surface that, half way between the knee and ankle where broken, it can almost be seen, and its broken ends can be easily felt. There could be no danger that the two ends of that bone, at least, would not be properly brought in contact; and their subsequent displacement if such there was, would be easily discoverable. But there is no testimony that they were at any time after they were set by the master, and prior to arrival in San Francisco, displaced, or out of position. The master's testimony is that the bones (trans. p. 63) were properly set, and that (trans. pp. 62–3) when the splints were removed the bones were in place and seem to be knitted; the leg being then smooth and straight. Libellant's testimony (trans. p. 26) is, *not* that the bones were dis-

placed, or out of position, but only *that they had not knitted.* The hospital surgeon's testimony is (trans. p. 74) that there was nothing about the leg to indicate that it had not been properly cared for.

c. The Court of Appeals in reaching its decision that the master was guilty of negligence was governed by, and applied, an erroneous principle, to-wit: that the conduct of the master may be judged of in the light of facts occurring long subsequent, and not in the light of the facts as they were presented to him.

The law does not hold the shipowner as an insurer of the *cure* of the seaman, whether of sickness or injuries, but only that the seaman shall be given such attention, and care, as the nature of his sickness, or injury, appears at the time, and from time to time to require—the master being charged only with the exercise of an honest judgment in the premises. The seaman's employment is, in its nature, a hazardous one and takes him, on sailing vessels, far away from professional medical or surgical aid. The duty of supplying the ship with suitable drugs, medicines, bandages, etc., for the use of the seaman, and a proper book of directions for their use, is, by law, placed on the owner. The master is charged with the duty of caring for the sick or injured seaman to the best of his ability, which duty necessarily implies that he shall exercise his best discretion, in the light of present conditions, as to what it is proper to do in any case of sickness or injury of any seaman. But his duty to the seaman is not his only duty, nor is it paramount to the duty that he owes to shipowners and to cargo owners to speedily

prosecute his voyage. If a seaman, in the honest judgment of the master, is *not* in need of professional medical or surgical aid, then the master would be grossly derelict in his duty if he deviated from the course of the voyage to secure such aid. It is only when the master, exercising an honest and prudent judgment, feels himself *incompetent* to do, or to furnish, what is needful for the recovery of the seaman, whether from sickness or injury, that the master is justified in deviating from the course of his voyage in search of professional aid. Some masters may be as competent to set simple fractures of bones as are ordinary medical practitioners—and there is nothing in the evidence in this case to indicate that the master of the "Iroquois" was not so competent. There are degrees, and degrees, of professional surgical skill—but the shipowner is not required to furnish, or to procure the services of, the very best specialist. His duty is fully done when he has secured the services of one of common skill in the treatment of the particular sickness or injury. And that measure of skill—though not professional—was furnished the libellant in this case, immediately after his injury; and, in addition to that, he was brought within the reach of professional skill within such time that his cure could, by the exercise of that skill, be reasonably anticipated. What the result to libellant would have been, had he been subjected to the tender mercies accorded a seaman in some strange and foreign port cannot be known—but, in view of the results of his treatment in the hospital in San Francisco, is there any certainty, any probability, that the result to him would have been more beneficial?

As we have said, it is a simple matter to set and treat a simple fracture of the bones below the knee. They are easily to be felt, and therefore easily adjusted. Once in place, the natural contraction of the muscles will hold them there with the aid of splints and bandages, and no more is, ordinarily, required to effect a cure. Broken bones so placed will usually knit in four or five weeks. No matter how skillful the attendant, he can do no more than see that the bones are properly set, and keep them so, and then nature must do the rest. The evidence in this case shows that had the Marine Hospital surgeons been on board the ship no more would have been done by them, on the voyage, than was done by the master.

Those facts appearing, and it further appearing that the libellant was in San Francisco within such time that skilled surgeons anticipated a cure of the broken leg from proper treatment thereafter, and that for five (5) months they continued in that belief, your petitioners most respectfully represent that there is no ground for the decree, based on negligences of the master, in this case.

The decision is important.

The decision in this case is important, and is far reaching in its effects. It is the decision of a Court of Appeals, and, therefore, subject only to the decision of this Honorable Court, must be taken as the law by all of the Courts of the United States. If your petitioners are held subject to the rule which has been made the basis of the decree rendered against them in this case,

then all other ship owners will, in future, be bound thereby. That is, the masters of all vessels not having a licensed physician and surgeon, on board must, immediately upon any injury to a seaman, or his falling ill with any symptoms that *may* develop into a fatal disease—and what injury *may not* result in blood poisoning, and what cold *may not* result in pneumonia, and what fever *may not* prove to be enteric or typhoid, and what pain in the bowels *may not* result in enteritis—*at once* deviate from the voyage in search of surgical or medical skill at some port for the injured or sick seaman.

The master's judgment or discretion in the premises is, by the decision of the Court of Appeals in this case, entirely taken away; for the Court has held (trans. p. 128) "that it was the duty of the master to bear away to " some port of distress *as soon as possible* after the oc- " currence of the accident".

This in the case of a simple fracture of the bones of one leg below the knee—of all bones, perhaps, the most easily set and kept in place—and when the injured seaman was a young man, and there was therefore every reason to expect that the broken bones would speedily knit.

If the decision in this case properly declares the law, as to the duty of a master, then it is entirely probable that voyages from New York to San Francisco will be indefinitely prolonged by reason of enforced deviations therefrom in search of professional medical attendance, at ports en route, for sick or injured seamen: and this, too, when the master may have every reason to believe,

as the master did believe in this case, that the sickness will yield to the remedies provided in the "Medicine Chest," or that the injury will be readily repaired by such attention thereto as he feels entirely competent to, and can, give.

Cases considered.

The learned Judge of the District Court cited the following cases, as supporting his decision:

Brown vs. *Overton*, 1 Spr. 462, was a case in which both legs of a seaman were broken below the knee. The bones were not properly set, one being hopelessly twisted out of shape; the seaman was placed in a hammock, and no care taken of him; the master passed within 40 miles of St. Helena, and refused to land the seaman; and he was neglected after arrival in his home-port.

The Atlantic, Abb. Ad. 451, only decides that a whaleman injured, and placed on shore for care, is entitled to his "lay" for the voyage.

Scarff vs. *Metcalf*, 107 N. Y. 211, was a case where a seaman was bruised, or wounded—no bones broken—and the master refused, when advised by a physician in a Cuban port that it was necessary to put the seaman on shore there for treatment. In that case the duty of the master is (p. 216) thus stated: "When he (a seaman) " falls sick or suffers injury, the owners owe him the " duty of rendering such care and medical aid as cir- " cumstances permit".

Whitney vs. *Olsen*, 108 Fed. 292, was decided Feby. 4, 1901, by the same judges as the present case.

In that case the seaman's leg was broken in *two* places, just below the knee and near the ankle, and the Court expressly found (3) page 293, that there was no one on board "who *knew how* to properly set a fractured limb". The injured man also, in that case, requested to be taken into Port Townsend (500 miles distant), and his request was refused. The vessel was bound on a *fishing voyage* in Alaskan waters.

In the case at bar, there is no finding that the master did *not know how* to set the broken bones, and, if there was such a finding there is no evidence to support it. Neither did the injured seaman request to be landed at any port; on the contrary he was entirely satisfied to remain on board, and with his treatment there.

In the *Whitney case* the Court (p. 294) says: "The " principal controversy as to the facts arises between " the testimony of the master and the appellee con- " cerning the latter's *request* to be taken to the nearest " port", and (p. 296) held in favor of the appellee on that issue.

The Court then (p. 296) said: "Was the master, under " the facts found by the Court"—that is, no one on board who *knew how* to properly set a fractured limb; and *a request* by the injured seaman to be taken into port for treatment—"guilty of any negligence in *re-* " *fusing* to go to the nearest port after the accident " occurred." The Court (p. 298) said: "It will be ad- " mitted that the rule requiring the master of a vessel " to go into the nearest port, in order to give the injured " seaman treatment, *is not* an imperative one; that in " the nature of things there must be some limit to the

" obligation of the ship to seek aid outside of the vessel. " It depends on the facts and surrounding circum- " stances of each particular case".

With that statement of the law we have no quarrel. But how reconcile that statement, which necessarily concedes some discretion to a master, with the imperative language of the same Court, in this case, "that it " was the duty of the master to bear away to some port " of distress *as soon as possible*"—that is immediately— " after the occurrence of the accident", this, too, when the master, as appears, was competent, *did know how*, to set the fractured bone, and was able to give all needful care.

Is not the master entitled to use his honest judgment, in a case like the present, to the same extent as in other emergencies which may arise on the voyage? And can a careful attention to and consideration of conditions, requiring the exercise of a master's judgment *be properly classed as negligence*, even if subsequent events may indicate that a different course than that so determined upon might have been better? And if the conditions, at the time, justify his acts, can he, or the shipowners, be properly held in damages *as for his negligence*, because, for some reason not at the time apparent or then to be reasonably anticipated, the expected result does not ensue? We submit, there should be but one answer to these questions.

Peterson vs. *The Chandos*, 4 Fed. 645, was decided by Judge Deady, and was, in part, disapproved of by Judge De Haven. In that case the thigh bone was broken and, though not properly set, had so united as to be

strong, but the leg was about three inches short. The seaman was kept on board, without surgical aid, for 12 days after arrival in the Columbia River.

None of those cases, we most respectfully submit, are authority for the decree in this case. In no one of them were the broken bones properly set, and kept in place, as was done in this case. In no one of those cases was it declared to be the duty of the master to *at once* seek a port of distress, when a seaman was injured. In no one of them was the exercise of a reasonable discretion denied to the master.

The questions hereby presented your petitioners believe are important, not only to them and their interests, but, as well, to all owners of sailing vessels; and the decision of this Honorable Court in this case, if the writ prayed for shall be granted, will be of great importance as a guide to all masters and owners, and to all Courts when called upon to adjudicate controversies similar to the present.

Your petitioners herewith present to this Court and file a duly certified transcript of the entire record of the District Court in the case, as the same appears in the said Circuit Court of Appeals, including the several opinions, together with a brief which discusses the questions at issue.

Your petitioners pray that the writ of certiorari be issued out of and under the seal of this Court directed to the Circuit Court of Appeals of the United States for the Ninth Circuit, commanding the said Court to certify and send to this Court on a certain day, to be therein designated a full and complete transcript of the

record and of all the proceedings of the said Circuit Court of Appeals in the case of the "*Ship 'Iroquois', etc., A. Chesebrough et al.*, Appellants vs. *Matthew Bridges*, appellee", No. 815, on the records of said Court, to the end that the said case may be reviewed and determined by this Court as provided by Section 6 of the Act of Congress entitled "An Act to establish " Circuit Courts of Appeal, and to define and regulate " in certain cases the jurisdiction of the Courts of the " United States, and for other purposes, approved " March 3, 1891".

And your petitioners further pray that the said judgment and decree of said Circuit Court of Appeals be reversed, and the cause remanded with instructions to enter a judgment and decree in favor of your petitioners and against Matthew Bridges, dismissing said libel, with costs.

And your petitioners will ever pray, etc.,

A. CHESEBROUGH,
On behalf of himself and all other claimants,
Petitioners.
MILTON ANDROS,
Counsel for Petitioners.

UNITED STATES OF AMERICA,
Northern District of California. } ss.

MILTON ANDROS, being duly sworn, deposes and says: I am counsel for the petitioners above named, and as such have had personal charge of the case in the United States Circuit Court of Appeals for the Ninth

Circuit, and in the District Court of the United States in and for the Northern District of California. I know the contents of the foregoing petition. The facts therein stated are true to the best of my knowledge, information and belief, and this proceeding is not prosecuted for the purpose of delay.

MILTON ANDROS.

Subscribed and sworn to before me this 2d day of January, 1903.

Meredith Sawyer,
Deputy Clerk U. S. Circuit Court of Appeals,
Ninth Circuit.

(Seal.)

CERTIFICATE OF COUNSEL.

I hereby certify that I have carefully examined the foregoing petition and application for a writ of certiorari, and that in my opinion the same is well founded, and the case is one in which the prayer of the petitioner should be granted by this Court.

MILTON ANDROS,
Counsel for Petitioners.

To Matthew Bridges, libellant, and Walter B. Holmes, Esq., Proctor for libellant, and Daniel T. Sullivan, Esq., Counsel for libellant:

Please take notice that on Monday the day of February, 1903, on the opening of Court, or as soon thereafter as the matter can be heard, I shall move the

Supreme Court of the United States, at the court-room thereof in the city of Washington, D. C., that the foregoing petition for a writ of certiorari be granted.

Dated at San Francisco, California, this day of January, 1903.

MILTON ANDROS,
Counsel for Petitioners.

Service of above and receipt of copy thereof, together with copy of the brief, is hereby admitted at San Francisco, this day of January, 1903.

Proctor for Appellee.